

Please Direct All Correspondence to Customer Number **20995**

PETITION TO CORRECT INVENTORSHIP

| | | |
|-----------|---|------------------------------------------------------------------------------------------------------|
| Applicant | : | Blott et al. |
| App. No | : | 10/599,725 |
| Filed | : | September 22, 2008 |
| For | : | APPARATUS FOR CLEANSING WOUNDS WITH MEANS FOR SUPPLY OF THERMAL ENERGY TO THE THERAPY FLUID |
| Examiner | : | Treyger, Ilya L. |
| Art Unit | : | 3761 |

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

Applicants respectfully requests that inventorship in the above-referenced application be corrected to reflect the following:

Patrick Lewis Blott; Edward Yerbury Hartwell; Julian Lee-Webb; Derek Nicolini; Clare Green; and Robin Paul Martin

Pursuant to 37 CFR 1.48(c) this petition includes the following items:

1. Statement by Clare Green indicating that the addition of inventorship is necessitated by the amendment of the claims and occurred without deceptive intent.
2. Statement by Robin Paul Martin indicating that the addition of inventorship is necessitated by the amendment of the claims and occurred without deceptive intent.
3. Declaration listing all inventors.
4. Statement of Assignee Smith & Nephew PLC agreeing to the change of inventorship.

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5. Copy of Assignment from Clare Green and Robin Paul Martin to Smith & Nephew PLC.
6. Petition fee of \$130 as directed under 37 CFR 1.17(i).

Please charge any additional fees, including any fees for additional extension of time, or credit overpayment to Deposit Account No. 11-1410.

Respectfully submitted,

KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: June 9, 2011

By: Kregg A. Koch

Kregg A. Koch

Registration No. 63,035

Attorney of Record

Customer No. 20,995

(310) 551-3450

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| Examiner | : | Treyger, Ilya L. |
| Art Unit | : | 3761 |

STATEMENT OF CLARE GREEN

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

I, Clare Green, along with Robin Paul Martin, am being added as an inventor to the above referenced application, and I state as follows:

I was not named as an inventor of the subject matter claimed in the above-referenced application. I believe that I should be named as an inventor, and that my inclusion as a named inventor now is due to an amendment of the claims and is without deceptive intention on the part of Clare Green.

Dated: 11 / 02 / 11

Signed: 
Clare Green

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| Examiner | : Treyger, Ilya L. |
| Art Unit | : 3761 |

STATEMENT OF ROBIN PAUL MARTIN

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

I, Robin Paul Martin, along with Clare Green, am being added as an inventor to the above referenced application, and I state as follows:

I was not named as an inventor of the subject matter claimed in the above-referenced application. I believe that I should be named as an inventor, and that my inclusion as a named inventor now is due to an amendment of the claims and is without deceptive intention on the part of Robin Paul Martin.

Dated: 16th February 2011

Signed: 
Robin Paul Martin

**DECLARATION FOR UTILITY OR DESIGN APPLICATION
UNDER 37 CFR 1.63**

Docket No.: SMNPH.009APC

Page 1 of 7

Title: APPARATUS FOR CLEANSING WOUNDS WITH MEANS FOR SUPPLY OF
THERMAL ENERGY TO THE THERAPY FLUID

Inventors: Patrick Lewis Blott; Edward Yerbury Hartwell; Julian Lee-Webb; Derek Nicolini;
Clare Green; and Robin Paul Martin

Please Direct All Correspondence to Customer Number 20995

This Declaration is directed to the invention described in the application that:

Was described and Claimed in PCT Application No. PCT/GB2005/001595 filed on April
27, 2005.

Was filed as Application No. 10/599,725 filed on September 22, 2008.

- As amended on January 5, 2011.

As a below named inventor:

I believe the inventors named below to be the original and first inventors of the subject
matter which is described and claimed and for which a patent is sought;

I have reviewed and understand the contents of the above-identified application,
including the claims, and any amendment filed herewith or identified above;

I acknowledge the duty to disclose information which is material to patentability as
defined in 37 CFR 1.56;

I hereby claim foreign priority benefits under Title 35, United States Code, § 119(a)-(d)
of any foreign application(s) for patent or inventor's certificate listed below and have also
identified below any foreign application for patent or inventor's certificate having a filing date
before that of the application on which priority is claimed:

PRIOR FOREIGN APPLICATION(S)

| Number | Country | Date Filed | Priority Claimed? |
|-----------|---------|----------------|----------------------|
| 0409444.7 | GB | April 27, 2004 | Yes |

I hereby declare that all statements made herein of my own knowledge are true and that
all statements made on information and belief are believed to be true; and further that these
statements were made with the knowledge that willful false statements and the like so made are
punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States

**DECLARATION FOR UTILITY OR DESIGN APPLICATION
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Page 2 of 7

Title: APPARATUS FOR CLEANSING WOUNDS WITH MEANS FOR SUPPLY OF
THERMAL ENERGY TO THE THERAPY FLUID

Inventors: Patrick Lewis Blott; Edward Yerbury Hartwell; Julian Lee-Webb; Derek Nicolini;
Clare Green; and Robin Paul Martin

Please Direct All Correspondence to Customer Number 20995

Code and that such willful, false statements may jeopardize the validity of the application or any
patent issued thereon.

Full name of first inventor: PATRICK LEWIS BLOTT

Signature:

hmr

Date: 28th March 2011

Citizenship:

UNITED KINGDOM

Mailing Address:

16 HODSOW FIELDS, BARMBY MOOR, YORK

YO42 4ER UNITED KINGDOM

Residence Address:

(if different than above)

**DECLARATION FOR UTILITY OR DESIGN APPLICATION
UNDER 37 CFR 1.63**

Docket No.: SMNPH.009APC

Page 3 of 7

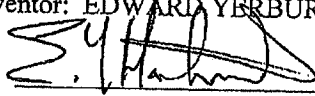
Title: APPARATUS FOR CLEANSING WOUNDS WITH MEANS FOR SUPPLY OF
THERMAL ENERGY TO THE THERAPY FLUID

Inventors: Patrick Lewis Blott; Edward Yerbury Hartwell; Julian Lee-Webb; Derek Nicolini;
Clare Green; and Robin Paul Martin

Please Direct All Correspondence to Customer Number 20995

Full name of second inventor: EDWARD YERBURY HARTWELL

Signature:



Date: 4th March 2011

Citizenship:

UNITED KINGDOM

Mailing Address:

C/O SMITH & NEPHEW RESEARCH CENTRE
YORK SCIENCE PARK, HESLINGTON, YORK
YO10 5DF UNITED KINGDOM

Residence Address:
(if different than above)

HULL, UNITED KINGDOM

**DECLARATION FOR UTILITY OR DESIGN APPLICATION
UNDER 37 CFR 1.63**

Docket No.: SMNPH.009APC

Page 4 of 7

Title: APPARATUS FOR CLEANSING WOUNDS WITH MEANS FOR SUPPLY OF
THERMAL ENERGY TO THE THERAPY FLUID

Inventors: Patrick Lewis Blott; Edward Yerbury Hartwell; Julian Lee-Webb; Derek Nicolini;
Clare Green; and Robin Paul Martin

Please Direct All Correspondence to Customer Number 20995

Full name of third inventor: JULIAN LEE-WEBB

Signature:



Date:

9th April 2011

Citizenship:

UNITED KINGDOM

Mailing Address:

37 MOOR LANE, COPMANTHORPE, YORK
YO 23 3TJ UNITED KINGDOM

Residence Address:
(if different than above)

**DECLARATION FOR UTILITY OR DESIGN APPLICATION
UNDER 37 CFR 1.63**

Docket No.: SMNPH.009APC

Page 5 of 7

Title: APPARATUS FOR CLEANSING WOUNDS WITH MEANS FOR SUPPLY OF
THERMAL ENERGY TO THE THERAPY FLUID

Inventors: Patrick Lewis Blott; Edward Yerbury Hartwell; Julian Lee-Webb; Derek Nicolini;
Clare Green; and Robin Paul Martin

Please Direct All Correspondence to Customer Number 20995

Full name of fourth inventor: DEREK NICOLINI

Signature: _____

Date: Shafiel 201

Citizenship: UNITED KINGDOM

Mailing Address: 38 CASTLE RISE, SOUTH CAVE, BROUGH,
HU15 2ET UNITED KINGDOM

Residence Address:
(if different than above)

**DECLARATION FOR UTILITY OR DESIGN APPLICATION
UNDER 37 CFR 1.63**

Docket No.: SMNPH.009APC

Page 6 of 7

Title: APPARATUS FOR CLEANSING WOUNDS WITH MEANS FOR SUPPLY OF
THERMAL ENERGY TO THE THERAPY FLUID

Inventors: Patrick Lewis Blott; Edward Yerbury Hartwell; Julian Lee-Webb; Derek Nicolini;
Clare Green; and Robin Paul Martin

Please Direct All Correspondence to Customer Number 20995

Full name of fifth inventor: CLARE GREEN

Signature: _____

Clare Green

Date: 11/22/11

Citizenship:

UNITED KINGDOM

Mailing Address:

3 HOWDEN LANE, CROCKEY HILL, YORK
YO19 4SW UNITED KINGDOM

Residence Address:

(if different than above)

**DECLARATION FOR UTILITY OR DESIGN APPLICATION
UNDER 37 CFR 1.63**

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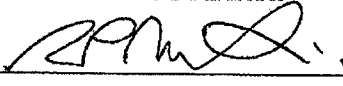
Page 7 of 7

Title: APPARATUS FOR CLEANSING WOUNDS WITH MEANS FOR SUPPLY OF
THERMAL ENERGY TO THE THERAPY FLUID

Inventors: Patrick Lewis Blott; Edward Yerbury Hartwell; Julian Lee-Webb; Derek Nicolini;
Clare Green; and Robin Paul Martin

Please Direct All Correspondence to Customer Number 20995

Full name of sixth inventor: ROBIN PAUL MARTIN

Signature: 

Date: 16th February 2011

Citizenship: UNITED KINGDOM

Mailing Address: ~~4 FORGE CLOSE, WHELDRAKE, YORK~~ RAM

~~YO19 6GF~~ UNITED KINGDOM RAM

Residence Address:
(if different than above)

3, MANOR FARM BARN
FOGGATHORPE, SELBY, YO8 6PZ, UK

Send Correspondence To:
KNOBBE, MARTENS, OLSON & BEAR, LLP
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| Examiner | : Treyger, Ilya L. |
| Art Unit | : 3761 |

STATEMENT OF ASSIGNEE AGREEING TO CHANGE OF INVENTORSHIP

This statement is being submitted in support of Petition to Correct Inventorship filed herewith. Smith & Nephew PLC is the Assignee of the entire interest in the above-identified patent by virtue of:

The assignment from Patrick Lewis Blott, Edward Yerbury Hartwell, and Derek Nicolini to the Assignee recorded at Reel No. 020368, Frame No. 0866 on January 3, 2008;

The assignment from Julian Lee-Webb to Assignee recorded at Reel No. 021571, Frame No. 0646 on September 22, 2008; and

The assignment from Clare Green and Robin Paul Martin, a copy of which is attached herewith. This assignment is concurrently being forwarded to the Recordation Branch under a separate cover.

These assignments represent the entire chain of title from the inventors to the Assignee.

The undersigned is an empowered representative of the Assignee. On behalf of the Assignee and in accordance with 37 C.F.R. § 1.48(c)(5), the undersigned hereby agrees to the change of inventorship in the patent.

Docket No.: SMNPH.009APC
App. No.: 10/599,725

January 13, 2011
Page 2 of 2

Please Direct All Correspondence to Customer Number 20995

Smith & Nephew PLC

Dated: 6 May 2011 By: Martin Gailors

Printed Name: Martin Gailors

Title: Patents Manager

10245110

ASSIGNMENT

WHEREAS, We, CLARE GREEN, a British citizen residing at 3 Howden Lane, Crockey Hill, York, YO19 4SW, United Kingdom, and ROBIN PAUL MARTIN, a British citizen, residing at 4 Forge Close, Wheldrake, York, YO19 6GF, United Kingdom ("ASSIGNORS"), have conceived of an invention ("Invention") disclosed in United States Patent Application Number 10/599,725, filed September 22, 2008, entitled APPARATUS FOR CLEANSING WOUNDS WITH MEANS FOR SUPPLY OF THERMAL ENERGY TO THE THERAPY FLUID, and in PCT International Application Number PCT/GB2005/001595, filed April 27, 2005 entitled APPARATUS FOR CLEANSING WOUNDS WITH MEANS FOR SUPPLY OF THERMAL ENERGY TO THE THERAPY FLUID (the "Applications");

WHEREAS, Smith & Nephew PLC, having offices at 15 Adam Street, London WC2N 6LA United Kingdom ("ASSIGNEE") desires to acquire the entire right, title, and interest in and to the Invention and the Applications, as well as all related intellectual property rights as further set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS hereby acknowledge that they have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto said ASSIGNEE, the entire right, title, and interest throughout the world in and to each of the following:

A. The Invention, including without limitation any of ASSIGNORS' improvements thereto, whether conceived and/or reduced to practice by each of the ASSIGNORS alone or jointly with anyone else;

B. The Applications, including without limitation any of ASSIGNORS' inventions that may be disclosed therein, and any other applications in which the Invention is disclosed; all provisional and nonprovisional applications relating to the Applications or claiming the benefit thereof that have been or may hereafter be filed by the ASSIGNEE in the United States or in any foreign country ("Related Applications") including GB 0409444.7 and International Application No. PCT/GB2005/001595; all continuations, divisionals, and continuations in part of the Applications and any such Related Applications; and all U.S. and foreign patents which may be granted on the Applications and the Related Applications, and all reissues, re-examinations, and extensions of such patents.

C. Those items of ASSIGNORS' tangible property embodying or describing the Invention, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.

D. All causes of action for infringement of or damage to all rights related to the Invention, the Applications, and/or the Related Applications, whether accruing before or after the execution of this Assignment Agreement, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom.

ASSIGNORS AGREE, without further consideration or compensation, to communicate to ASSIGNEE any facts of which ASSIGNORS have knowledge respecting the Invention, Applications, or Related Applications, testify in any legal proceeding, sign all documents, make all rightful oaths and declarations, and generally do everything possible to aid ASSIGNEE in obtaining and enforcing patents for the Invention in all countries. ASSIGNEE agrees to reimburse ASSIGNORS' reasonable expenses in carrying out his/her obligations under this Assignment Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNORS' time or legal expense. ASSIGNORS do also hereby authorize and request the Commissioner for Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications, to issue all Letters Patent for the Invention to the ASSIGNEE, its successors and assigns, in accordance with the terms of this Assignment Agreement.

AND ASSIGNORS FURTHER AGREE AS FOLLOWS:

A. This Assignment Agreement is binding on ASSIGNORS, their officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under their direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Assignment Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by any of the ASSIGNORS, by operation of law or otherwise, and any attempt to do so shall be null and void. This Assignment Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Assignment Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNORS.

B. If any of the ASSIGNORS cannot be located or are unable or unwilling to sign documents as required hereunder, ASSIGNORS agree to and do hereby appoint ASSIGNEE as ASSIGNORS' attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Assignment Agreement. ASSIGNORS acknowledge that this appointment is coupled with an interest and is irrevocable.

C. In the event that any legal action becomes necessary to enforce or interpret the terms of this Assignment Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.

D. Each of the ASSIGNORS acknowledge that, to the best of his or her knowledge, the Invention is patentable, and further agrees not to take any action challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Assignment Agreement, or the validity thereof. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Assignment Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and each of the ASSIGNORS shall be effective. Further, this Assignment Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and there are no representations, warranties, promises or undertakings other than those contained herein.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 23rd day of
MAY, 2011.

Clare Green
CLARE GREEN

Rachel Barrow
Witness Signature

23/05/11
Date

RACHEL BARROW
Witness Name

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this _____ day of
_____, 2011.

ROBIN PAUL MARTIN

Witness Signature

Date

Witness Name

ASSIGNMENT

WHEREAS, We, CLARE GREEN, a British citizen residing at 3 Howden Lane, Crockey Hill, York, YO19 4SW, United Kingdom, and ROBIN PAUL MARTIN, a British citizen, residing at 4 Forge Close, Wheldrake, York, YO19 6GF, United Kingdom ("ASSIGNORS"), have conceived of an invention ("Invention") disclosed in United States Patent Application Number 10/599,725, filed September 22, 2008, entitled APPARATUS FOR CLEANSING WOUNDS WITH MEANS FOR SUPPLY OF THERMAL ENERGY TO THE THERAPY FLUID, and in PCT International Application Number PCT/GB2005/001595, filed April 27, 2005 entitled APPARATUS FOR CLEANSING WOUNDS WITH MEANS FOR SUPPLY OF THERMAL ENERGY TO THE THERAPY FLUID (the "Applications");

WHEREAS, Smith & Nephew PLC, having offices at 15 Adam Street, London WC2N 6LA United Kingdom ("ASSIGNEE") desires to acquire the entire right, title, and interest in and to the Invention and the Applications, as well as all related intellectual property rights as further set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS hereby acknowledge that they have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto said ASSIGNEE, the entire right, title, and interest throughout the world in and to each of the following:

A. The Invention, including without limitation any of ASSIGNORS' improvements thereto, whether conceived and/or reduced to practice by each of the ASSIGNORS alone or jointly with anyone else;

B. The Applications, including without limitation any of ASSIGNORS' inventions that may be disclosed therein, and any other applications in which the Invention is disclosed; all provisional and nonprovisional applications relating to the Applications or claiming the benefit thereof that have been or may hereafter be filed by the ASSIGNEE in the United States or in any foreign country ("Related Applications") including GB 0409444.7 and International Application No. PCT/GB2005/001595; all continuations, divisionals, and continuations in part of the Applications and any such Related Applications; and all U.S. and foreign patents which may be granted on the Applications and the Related Applications, and all reissues, re-examinations, and extensions of such patents.

C. Those items of ASSIGNORS' tangible property embodying or describing the Invention, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.

D. All causes of action for infringement of or damage to all rights related to the Invention, the Applications, and/or the Related Applications, whether accruing before or after the execution of this Assignment Agreement, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom.

ASSIGNORS AGREE, without further consideration or compensation, to communicate to ASSIGNEE any facts of which ASSIGNORS have knowledge respecting the Invention, Applications, or Related Applications, testify in any legal proceeding, sign all documents, make all rightful oaths and declarations, and generally do everything possible to aid ASSIGNEE in obtaining and enforcing patents for the Invention in all countries. ASSIGNEE agrees to reimburse ASSIGNORS' reasonable expenses in carrying out his/her obligations under this Assignment Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNORS' time or legal expense. ASSIGNORS do also hereby authorize and request the Commissioner for Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications, to issue all Letters Patent for the Invention to the ASSIGNEE, its successors and assigns, in accordance with the terms of this Assignment Agreement.

AND ASSIGNORS FURTHER AGREE AS FOLLOWS:

A. This Assignment Agreement is binding on ASSIGNORS, their officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under their direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Assignment Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by any of the ASSIGNORS, by operation of law or otherwise, and any attempt to do so shall be null and void. This Assignment Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Assignment Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNORS.

B. If any of the ASSIGNORS cannot be located or are unable or unwilling to sign documents as required hereunder, ASSIGNORS agree to and do hereby appoint ASSIGNEE as ASSIGNORS' attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Assignment Agreement. ASSIGNORS acknowledge that this appointment is coupled with an interest and is irrevocable.

C. In the event that any legal action becomes necessary to enforce or interpret the terms of this Assignment Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.

D. Each of the ASSIGNORS acknowledge that, to the best of his or her knowledge, the Invention is patentable, and further agrees not to take any action challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Assignment Agreement, or the validity thereof. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Assignment Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and each of the ASSIGNORS shall be effective. Further, this Assignment Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and there are no representations, warranties, promises or undertakings other than those contained herein.

Application No.: 10/599,725 // PCT/GB2005/001595
Filing Date: September 22, 2008 // April 27, 2005

PATENT
Client Code: SMNPH.009APC
Page 3

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this _____ day of _____, 2011.

CLARE GREEN

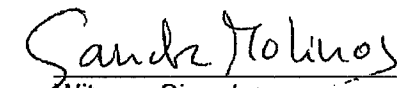
Witness Signature

Date

Witness Name

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 16th day of February, 2011.


ROBIN PAUL MARTIN


Witness Signature

16/02/2011
Date

SANDRA MOLINOS NOTOJ
Witness Name